

IN THE CIRCUIT COURT FOR FREDERICK COUNTY, MARYLAND
BERNARD B. BURDETTE and
ERVA M. BURDETTE Plaintiffs
v.
DANIEL M. KEUSAL and
SUSAN E. KEUSAL Defendants

BOOK 40 PAGE 52

Equity No. 27402

ACKNOWLEDGEMENT OF PURCHASE

ASSIGNEE'S SALE

OF MARYLAND LAND

CAMBRIDGE REAL ESTATE

Under and by virtue of the power and authority contained in the mortgage from Daniel M. Keusal and Susan E. Keusal, his wife, to Bernard B. Burdette and Erva M. Burdette, his wife, dated September 25, 1973, and recorded in Liber 924, folio 706, one of the Land Records of Frederick County, Maryland, (default having occurred thereunder), the undersigned will offer for sale and will sell at public auction, at the Court House door in Frederick, Maryland, on:

FRIDAY, MAY 26, 1978

AT 10:00 A.M. EDT

All of the mortgagors' right, title and interest in the following described improved real estate, to wit: Part of a tract of land situate, lying and being in Urbana District, Frederick County, Maryland, and being more particularly described as: Part of that nine (9) acres and twenty-one (21) square perches of land which were conveyed by Deed found in Liber 412, at Folio 82, dated April 2, 1938, from Carrie M. Darby, widow, to Bernard B. Burdette and Erva M. Burdette, his wife; also part of that same tract was reserved by Deed from Carrie M. Darby to William L. Smith and Laura V. Smith, his wife, said Deed dated March 10, 1925, and found recorded in Liber 352 at Folio 203, among the Land Records of Frederick County, Maryland. Beginning for the same at an iron pipe on the North side of Fire Tower Road, said point being the end of the South 73 degrees East 6.13 perch line in a deed from Carrie M. Darby to William L. Smith and Laura V. Smith, his wife, as noted above and running thence with the next two lines in this Deed, North 12 degrees 16'54" East 599.64 feet to an iron pipe at a fence post, thence South 77 degrees, 41'05" East 636.41 feet to an iron pipe on the West side of Maryland Route No. 355, said iron pipe being also at the end of 21.58 perches on the thirteenth line or the North 13 degrees East line in a Deed dated May 20, 1912, to William W. Darby and Carrie M. Darby, his wife, from George W. Darby, unmarried, and running thence with this line reserved South 08 degrees 34'28" West 356.07 feet to a point on the West end of Maryland Route 355, thence South 20 degrees 07'54" West 78.90 feet to a railroad spike at the Northeast corner of a 0.504 acre tract deeded from James Raymond King to James E. Baill by Deed dated June 29, 1955, and found recorded in Liber 549 at Folio 189, and running thence with this tract of ground two courses and distances, North 73 degrees 56'14" West 144.09 feet to a fence post, thence South 19 degrees 53'46" West 183.00 feet to a point in Fire Tower Road and running thence with this Road, North 76 degrees 59'17" West 481.07 feet to the place of beginning. Containing 8.36 acres of land, more or less, as surveyed by Rothenhoefer Engineers on November 17, 1971. Being the same land described in Liber 880, at Folio 577; with the following improvements thereon, to wit: Two story brick house, having three bedrooms, basement, one bath, separate dining room, living room and kitchen, in good repair; eight horse stable.

Terms of Sale: Deposit in cash or check acceptable to Assignee in the amount of ten per cent of purchase price will be required of the purchaser or purchasers on day of sale; balance of purchase price upon final ratification of sale by the Circuit Court for Frederick County, Maryland. Taxes and all other public charges will be adjusted as of day of sale. All costs of conveying shall be borne by the purchaser or purchasers. Condition of the title of said real estate shall be the responsibility of the purchaser to ascertain prior to sale.

ROBERT A. MEIER, JR.

Assignee

Jerry H. Hyatt, Esq:
Attorney for Assignee
9900 Main Street
Damascus, Md. 20740
203-4300

JOHN PONTON, Auctioneer

Francis A. Keegan, as agent for Cambridge Company, hereby acknowledges that he has purchased the real estate described in the advertisement attached hereto, at and for the sum of Sixty-One Thousand Five Hundred Dollars (\$61,500.00), Six Thousand One Hundred Fifty Dollars (\$6,150.00), having been paid this date, Fifty-five Thousand Three Hundred Fifty Dollars (\$55,350.00) being due and payable at final settlement; and on behalf of Cambridge Company hereby agrees that he will comply with the terms of sale expressed in said advertisement.

WITNESS my hand and seal this 30 day of

May, 1978.

Keegan (SEAL)
FRANCIS A. KEEGAN, Agent

WITNESS:

Charles W. Miller

Filed June 1, 1978